



DEPARTMENT OF THE AIR FORCE

ARLINGTON, VA 22203-1613

MAR 17 2009

Office of the Deputy General Counsel

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

SAF/GCR
4040 N. Fairfax Drive
Suite 204
Arlington, VA 22203

Jerome Lemieux
[REDACTED]
[REDACTED]

Re: Notice of Debarment

Dear Mr. Lemieux:

By letter dated January 23, 2009, the Air Force initiated proceedings to debar you from contracting with the United States Government. The letter provided you with an opportunity to submit information and argument in opposition to the proposed debarment. To date, you have not responded to the proposed debarment notice.

Based upon the information in the administrative record, I have determined that protection of the Government's interests requires that you be debarred from contracting with the United States Government. The effects of debarment are as stated in the January 23, 2009, Notice of Proposed Debarment. This debarment is effective immediately and continues for 3 years from January 23, 2009, the date of your proposed debarment. Your debarment shall terminate on January 22, 2012.

Sincerely,
[REDACTED]
[REDACTED]

STEVEN A. SHAW
Deputy General Counsel
(Contractor Responsibility)

DEPARTMENT OF THE AIR FORCE

ARLINGTON, VA 22203-1513

MAR 17 2009

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CERTIFIED MAIL - RETURN RECEIPT REQUESTED

SAF/GCR
4040 N. Fairfax Drive
Suite 204
Arlington, VA 22203

American Aviation, Inc.
[REDACTED]
[REDACTED]

Re: Notice of Debarment

Dear Ladies and Gentlemen:

By letter dated January 23, 2009, the Air Force initiated proceedings to debar your company, American Aviation, Inc., from contracting with the United States Government. The letter provided you with an opportunity to submit information and argument in opposition to the proposed debarment. To date, you have not responded to the proposed debarment notice.

Based upon the information in the administrative record, I have determined that protection of the Government's interests requires that your company be debarred from contracting with the United States Government. The effects of debarment are as stated in the January 23, 2009, Notice of Proposed Debarment. This debarment is effective immediately and continues for 3 years from January 23, 2009, the date of your company's proposed debarment. Your company's debarment shall terminate on January 22, 2012.

Sincerely,

[REDACTED]

STEVEN A. SHAW
Deputy General Counsel
(Contractor Responsibility)



DEPARTMENT OF THE AIR FORCE

ARLINGTON, VA 22203-1613

JAN 23 2009

Office Of The Deputy General Counsel

MEMORANDUM IN SUPPORT OF THE PROPOSED DEBARMENTS OF:

AMERICAN AVIATION, INC.
JEROME A. LEMIEUX

Effective this date the Air Force has proposed the debarments of American Aviation, Inc., and Colonel Jerome A. Lemieux (Lemieux) from government contracting and from directly or indirectly receiving the benefits of federal assistance programs. The actions are initiated pursuant to Federal Acquisition Regulation (FAR) Subpart 9.4.

INFORMATION IN THE RECORD

Information in the record establishes the following facts:

1. American Aviation, Inc. (AAI) is a New Hampshire corporation engaged in the business of providing aviation services.
2. Lemieux was the chief executive of AAI and is 100% shareholder. Additionally, Lemieux was a Colonel in the Air Force Reserve Individual Mobilization Augmentee Program (IMA). In his reserve capacity, Lemieux served as an advisor to the Commander of Electronic Systems Center, Hanscom Air Force Base (HAFB), MA.
3. Lemieux was employed in various capacities for approximately 10 years supporting the Information Technology Support Program (ITSP) contract at HAFB. From June 2002 through December 2007, BAE Systems was the prime contractor for the ITSP. Quantech Services (Quantech) was a subcontractor of BAE Systems; Quantech subcontracted to AAI for Lemieux's services for ITSP. Lemieux via AAI billed his labor costs to Quantech which passed then through to BAE Systems to be paid by the Air Force.

ITSP II Bridge Contract

4. Jacobs Engineering was selected as the new prime contractor for the ITSP II program. To ease the transition between BAE Systems and Jacobs Engineering, from July through December 2007, BAE accepted a bridge contract, again subcontracting to Quantech; Quantech employed Lemieux as a full time consultant working 40 hours per week at HAFB under the bridge contract.

Net Enabled Command Capability Contract

5. Harris Corporation (Harris) is the prime contractor under the Net Enabled Command Capability (NECC) Contract. Under this contract, Harris supports HAFB in providing test evaluation services to other Electronic Systems Center (BSC) units. To staff the contract, on September 19, 2007, Harris hired Lemieux as a Harris employee at a salary of \$125,000 per year.

Harris was unaware that, while working as its employee under the NECC contract, Lemieux continued to work and billed the Government under the ITSP II BAR/Quantech bridge contract as an American Aviation contract consultant.

6. A side-by-side comparison of Lemieux's billing to Quantech and Harris revealed that Lemieux was billing the same hours to both Quantech and Harris. For the 13 weeks after starting his employment with Harris on September 19, 2007, Lemieux claimed to have simultaneously worked a total of 49 days for at least 8 hours a day for both Quantech and Harris. Further, on 11 of those 49 days, Lemieux submitted claims to the U.S. Air Force (USAF) Reserve for an additional 4 hours of work; and at least one day for an additional 8 hours of work. Lemieux intentionally misstated and overstated his hours to Quantech, Harris and the U.S. Government.

7. On or around December 17, 2007, after its discovery of the billing discrepancies, Harris asked Lemieux to provide his signed timecard records for the period of September 2007 to December 2007. Lemieux refused and resigned from his position with Harris.


8. On June 30, 2008, Lemieux was served with a letter of reprimand (LOR) from the ESC Commander detailing this serious misconduct. On July 25, 2008, Lemieux responded to the LOR requesting withdrawal of the action based upon his good reputation. Sometime later, ESC provided Lemieux with a final decision to have the LOR remain in effect and entered into his record.

BASES FOR THE PROPOSED DEBARMENTS

1. The fraudulent and seriously improper conduct of Lemieux is so serious and compelling a nature that it affects his present responsibility to be a Government contractor or subcontractor, and provides a separate basis for his debarment pursuant to FAR 9.406-2(c).

2. Pursuant to FAR 9.406-5(a), the fraudulent and seriously improper conduct of Lemieux may be imputed to AAI because his seriously improper conduct occurred in connection with his performance of duties for or on behalf of AAI. The imputation of Lemieux's seriously improper conduct provides a separate basis for AAI's debarment.

3. Pursuant to FAR 9.406-1(b), AAI and Lemieux are affiliates as defined in the FAR 9.403, because directly or indirectly either controls or can control the other. The affiliation of AAI and Lemieux provides a separate basis for their debarments.


STEVEN A. SHAW
Deputy General Counsel
(Contractor Responsibility)